

**AGREEMENT AMONG TENANTS IN COMMON**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **CITY OF TALLAHASSEE**, a Florida municipal corporation ("**City**"), **LEON COUNTY, FLORIDA**, a political subdivision of the State of Florida ("**County**"), and the **LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**, of the County of Leon and the State of Florida ("**Authority**").

**STATEMENT OF BACKGROUND INFORMATION**

The City, the County, and the Authority desire to facilitate relocation of the corporate headquarters, research facility, and manufacturing operations of Danfoss Turbocor Compressors, Inc. (the "**Company**") to Innovation Park/Tallahassee, a development leased to the Authority by the State of Florida and located in Leon County, Florida, in accordance with that certain Memorandum of Understanding among the parties and the Company dated \_\_\_\_\_ (the "**MOU**"). The parties desire to enter into this Agreement to provide for the construction, ownership, and leasing of a building (the "**Building**") and certain real property (the "**Property**"), more particularly described in Exhibit "A," which is attached hereto and by reference incorporated herein. The parties desire to evidence, by this writing, their agreement with respect to the financing, construction, and ownership of the Building and interest in the Property.

## **STATEMENT OF AGREEMENT**

In consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **I. PURPOSE AND TERM**

1.01 **Creation and Purpose.** The City, the County, and the Authority (the “**Tenants in Common**”) hereby agree to form a tenancy in common (the “**Co-Tenancy**”) for the purpose of subleasing the Property, constructing the Building, and holding the Building and the Property for investment and productive use. The Authority will sublease the Property to the Tenants in Common, and the Tenants in Common intend to sublease the Property and the Building to the Company for a period of twenty (20) years, as more specifically described in the MOU, pursuant to a sublease (the “**Sublease**”). The terms and conditions of the Sublease must be acceptable to each Tenant in Common, such acceptability to be determined at such party’s sole discretion, and, among other things, shall provide for payment of rent by the Company in an amount adequate to make all payments required by documents authorizing or securing indebtedness on the Property (the “**Debt Service**”).

1.02 **Term and Termination.** This Agreement shall remain in full force and effect for a period of fifty (50) years commencing on the date first set forth above (the “**Term**”), unless earlier terminated as provided in this Agreement. This Agreement may be earlier terminated by mutual agreement of the parties. This Agreement shall be earlier terminated in the event that any of the following occurs:

(a) The Authority is not able to obtain financing required for payment of its contribution to construction of the Building at a rate of 5% or less.

(b) The parties are not able to successfully negotiate a Sublease with the Company that meets the requirements of Section 1.01.

(c) Upon closing of sale and the distribution of proceeds therefrom in accordance with the provisions of Article XI as hereinafter set forth, should the Company exercise its option to purchase the Building in accordance with the provisions of the Ground and Building Lease entered into between the Tenants in Common and the Company, dated \_\_\_\_\_, 2005 (the "**Ground and Building Lease**").

(i) If the Company purchases the Building pursuant to the option set forth in Article 15.01(a) of the Ground and Building Lease, the proceeds of such sale, after repayment of the remaining principal balance on the Debt Service plus any costs incurred to extinguish the Debt Service, shall be distributed as follows: Authority – \$450,000.00; City – \$813,500.00; and County – \$813,500.00.

(ii) If the Company purchases the Building pursuant to the option set forth in Article 15.01(b) of the Ground and Building Lease, the proceeds of such sale, after repayment of the remaining principal balance on the Debt Service plus any costs incurred to extinguish the Debt Service, shall be distributed as follows: Authority – \$450,000.00; City – \$813,500.00; and County – \$813,500.00. Any proceeds of such sale in excess of \$2,077,000.00 shall be distributed pursuant to the provisions of Article II as hereinafter set forth.

## **II. INTERESTS OF THE TENANTS IN COMMON**

2.01 The Tenants in Common shall have the following interests in the Co-Tenancy: Authority – 50%; City – 25%; and County – 25%. The respective interests of the Tenants in Common shall remain at such percentage unless changed by amendment to this Agreement.

2.02 Tenants in Common acknowledge and agree that they have acquired their respective interests in the Building and the Co-Tenancy as a separate and distinct ownership and do not intend by this Agreement, or otherwise, to form or create a partnership, joint venture, organization or association of any kind. Each Tenant in Common is the direct owner of its respective interest in the Building and the Co-Tenancy, each owning its undivided interest separate and apart from the undivided interest of the other. Except to the limited extent that the Tenants in Common have herein otherwise specifically agreed, the relationship of the Tenants in Common shall be governed by the laws of the State of Florida with respect to tenancies in common.

2.03 Except as expressly set forth herein, no Tenant in Common is the employee, partner or agent of any other Tenant in Common for any purpose whatsoever with respect to any interest held by such other Tenant in Common in or relating to the Building or any other property.

### **III. CONTRIBUTIONS BY TENANTS IN COMMON**

3.01 Contributions to Construction. In addition to other funding provided to the Sublessee pursuant to the MOU, the City and the County, subject to appropriation, shall each provide \$813,500 for construction of the Building. The Authority will provide the balance of required funding for construction of the Building, all but \$450,000 of which is to be funded through proceeds from the sale of revenue bonds to be issued by the Authority.

3.02 Contributions to Expenses.

A. It is the intent of the Tenants in Common that any sublease of the Property and the Building will require the tenant to pay all maintenance and operational expenses, Debt Service, and taxes relating to the Building and the Property ("**Tenant Expenses**"). The

Authority shall establish an "Operating Reserve Account" to provide for payment of Tenant Expenses, to the extent such expenses are not paid by such tenant, and for payment of all other costs and expenses, if any, that are the responsibility of the landlord under the terms and conditions of the Sublease ("**Landlord Expenses**"). The Authority shall include in its construction budget a reasonable contingency. Such Operating Reserve Account shall be an interest bearing account, with all such interest being retained in such account subject to distribution of funds in accordance with this Agreement.

(a) In the event the balance in such Operating Reserve Account is insufficient to pay Landlord Expenses or Tenant Expenses not paid by a tenant, the Tenants in Common shall be responsible for payment of such expenses in the same proportion as their respective interests in the Co-Tenancy. In the event any Tenant in Common does not promptly contribute cash required for such purpose as provided herein, one or more of the remaining Tenants in Common may lend money to the other Tenant(s) in Common for such purpose. Such loan shall bear interest at the legal rate established for judgments and shall be a charge against revenues or other payments which the defaulting Tenant(s) in Common may have otherwise been entitled to receive whether by virtue of operating income, liquidation or otherwise, but such amounts shall not otherwise constitute a pledge or debt of such defaulting Tenant(s) in Common.

#### **IV. REPRESENTATION AND WARRANTY**

4.01 Valid Agreement. Each Tenant in Common represents and warrants to each other Tenant in Common that this Agreement has been duly authorized and executed by it and that this Agreement is and will remain the valid and binding agreement of such Tenant in Common, enforceable in accordance with its terms subject to remedies available under applicable bankruptcy, insolvency or other laws affecting the Tenants in Common.

## V. DISTRIBUTION OF CASH FLOW

5.01 Definition. The "cash flow" relating to the Building and the Property for each fiscal year (October 1 to September 30) shall mean all cash received in such fiscal year after deducting therefrom the following items for such year:

- (a) The sum of all Tenant Expenses not paid by tenant;
- (b) The sum of all Landlord Expenses;
- (c) Funding for the Operating Reserve Account defined in Section 3.02, as determined by mutual agreement of the Tenants in Common.

5.02 Distribution. Unless otherwise agreed by the Tenants in Common, the cash flow for each fiscal year shall be distributed within ninety (90) days after the determination thereof, or at such earlier time as may be determined by the Tenants in Common; provided, however, that no such distribution shall be unless the balance in the Reserve Account is equal to or greater than the debt service on the Building for one year. Any distribution of funds will be made in the following order of priority:

- (a) Repayment of any loans made by a Tenant in Common to the Co-Tenancy or to another Tenant in Common, with interest thereon;
- (b) Distribution to the Tenants in Common in accordance with their respective interests in the Co-Tenancy.

## VI. LIABILITIES AND LIMITATIONS ON AUTHORITY

6.01 Liability of Tenants in Common. All expenses, losses and payments in connection with the Building that are not paid by Sublessee or otherwise covered by the Reserve Account, including but without limitation, any liability for damages arising out of suits or actions against any of the Tenants in Common because of the acquisition, ownership or disposition of

the Building, shall be borne by each Tenants in Common in the same percentage as its interest in the Co-Tenancy. The liability of the Tenants in Common to the public shall be general but their liability as between themselves for the obligations of the Co-Tenancy shall be in the same ratio as their respective interests in the Co-Tenancy, subject to Paragraph 6.03.B below.

6.02 Limitations on Authority of Tenants in Common. Except as permitted by Section 7.03, no Tenant in Common shall take any of the following actions in connection with the Property or the Building without first securing the agreement of the other Tenants in Common:

(a) Sell, assign, transfer, exchange, grant leasehold estates or otherwise dispose of all or any portion of the Property or the Building.

(b) Apply for, execute or modify any mortgage, deed to secure debt, pledge, encumbrance or other hypothecation or security agreement affecting the Property or the Building or any estate therein, or execute any financing statement in connection therewith.

(c) Incur any indebtedness on behalf of the other Tenants in Common.

(d) Execute or enter into any contract, agreement or undertaking by which any Tenant in Common becomes or might become subject to possible claims or liabilities which are not expressly limited to the interest of such Tenant in Common in the Building or the Property.

(e) Change or permit to be changed in any substantial way the accounting method (including without limitation the rate and method of depreciation) employed in keeping the books of account or preparing financial statements with respect to the Building.

(f) Negotiate for or settle any claim for insurance proceeds or otherwise.

(g) Negotiate for or settle any claim for payment of awards or damage arising out of the exercise of eminent domain by any public or governmental authority.

(h) Make, execute or deliver any assignment for the benefit of creditors or any confession of judgment, guarantee, indemnity bond or surety bond.

(i) Take any legal action or confess any judgment on behalf of any other Tenant(s) in Common.

(j) Have the Property described in this Agreement partitioned or file a complaint or institute any proceeding at law or in equity to have any such property partitioned.

6.03 Limitation on Liability of Tenants in Common.

(a) Except to the extent expressly provided herein, nothing in this Agreement shall constitute the Tenants in Common as partners with one another or as agents for one another or render any Tenant in Common liable for any debt or obligation of another Tenant in Common incurred outside the scope of the authority granted by this Agreement.

(b) The liability of each Tenant in Common, as set forth in this Agreement, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by this Agreement shall be deemed to alter said waiver or to extend the liability of such Tenants in Common beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which such Tenants in Common may be entitled.

**VII. MANAGEMENT OF BUILDING AND PROPERTY**

7.01 General. The Tenants in Common hereby delegate the Authority to be the "Managing Tenant in Common" with respect to the Building and the Property, and all Tenants in Common agree to mutually cooperate in every respect relating to ownership and management of the Building and Property. In its role as the Managing Tenant in Common, the Authority shall keep the other Tenants in Common fully apprised of its actions taken with regard to the Building



and Property. All decisions of major importance with regard to the Building or Property, other than construction and administrative decisions as described in Sections 7.02 and 7.03 below, shall be made by mutual agreement among the Tenants in Common. Provided, however, that emergency repairs to protect the life and safety of occupants or to preserve the integrity of the Building or Property, or repairs totaling less than five thousand dollars (\$5,000.00), shall not require mutual agreement among the Tenants in Common. Each of the Tenants in Common shall devote such time to the business of the Co-Tenancy as shall be reasonably required.

7.02 Construction of Building. All responsibility for construction of the Building shall be assumed by the Authority, the sole responsibility of the City and the County with respect to such construction being payment of \$813,500 each toward the cost of construction. The Authority shall cause the Building to be constructed on the Property in accordance with the terms of the MOU and the Sublease. The Tenants in Common shall otherwise comply with and fulfill their respective obligations under the MOU.

7.03 Leasing and Administration. Administrative decisions regarding the subleasing, operation and maintenance of the Building and Property shall be made by the Authority, subject to the terms of the Lease, the Protective Covenants of Innovation Park/Tallahassee recorded in Official Records Book 984, Page 2269, Leon County Public Records, and the sublease from the Authority to the Tenants in Common. The Authority may employ such certified public accountants and attorneys as it shall determine to be necessary for the business of the Co-Tenancy. The Authority shall be responsible for collection of all revenues from subleasing of the Building and Property and is hereby authorized to pledge such revenues as security for obligations under bonds issued by the Authority to finance construction of the Building. The Authority shall be reimbursed for all costs and expenses, including administrative expenses,

incurred in the management of the Building and Property pursuant to this Section and Section 7.02.

### **VIII. CONFLICTS OF INTEREST**

8.01 The City and the County acknowledge that the Authority may be engaged in the development of property and buildings that may compete with the Building. The City and the County authorize the Authority to engage in such activities and specifically waive and release any claim, complaint or objection with respect to such activities. It is specifically acknowledged that the Authority is engaged in the development of property and buildings in Innovation Park, where the Property is located, which may directly or indirectly compete with the Building and with the business of the Co-Tenancy.

### **IX. RESTRICTION OF TRANSFER OF INTERESTS; BANKRUPTCY**

9.01 Without the prior written consent of the other Tenants in Common, no Tenant in Common shall assign, convey, sell, encumber, transfer, alienate, hypothecate, pledge or mortgage all or any part of its interest in the Building, the Property, or the Co-Tenancy; and any attempt at such assignment, conveyance, or other transfer shall be void. This provision is intended to prohibit such acts, whether voluntary, involuntary, contractual or by operation of law, and should be so construed. The Co-Tenancy shall not be terminated by the bankruptcy, insolvency, liquidation, dissolution or reorganization of either Tenant in Common.

### **X. DISTRIBUTIONS IN LIQUIDATION**

10.01 Liquidation and Distribution of Assets. Upon termination of the Co-Tenancy in accordance with this Agreement, the Authority shall cause the accountant or accounting firm then employed by the Co-Tenancy to make a complete and final certified audit of the books, records and accounts of the Co-Tenancy and all final adjustments between the Tenants in

Common shall be made on the basis of such certified audit. Upon the termination of the Co-Tenancy, the Authority shall have the responsibility for expeditiously dissolving and liquidating the Co-Tenancy. The Authority shall promptly proceed to wind up the affairs of the Co-Tenancy and, after payment or making provisions for payment of liabilities owing to creditors, shall cause the remaining net assets to be distributed to the Tenants in Common, as follows:

(a) In the event any loan or advance by any Tenant in Common, together with any interest accrued thereon, has not been fully repaid to such Tenant in Common, each such loan or advance, with accrued interest, shall be repaid to the lending Tenant in Common out of the first available assets;

(b) The remaining net assets, if any, shall be distributed to the Tenants in Common in proportion to their respective percentage interests in the Co-Tenancy as set forth in Section 3.02.

10.02 Order of Distribution of Cash and Non-Cash Net Assets. In the event any part of the net assets distributed hereunder consists of notes receivable or non-cash, the cash shall be distributed first, in the order of priority indicated in Paragraph 11.01, and such notes and non-cash assets shall be distributed last.

10.03 Contributions to Discharge Any Unfulfilled Obligations. In the event that the assets of the Co-Tenancy at the time of its dissolution are insufficient to pay and discharge all obligations and liabilities of the Co-Tenancy authorized in accordance with this Agreement and upon which recourse may be had against any one or more Tenants in Common individually by persons other than a Tenant in Common, each Tenant in Common shall contribute a percentage of the aggregate amount required by the Co-Tenancy to pay and discharge in full in cash all of such obligations and liabilities equal to its percentage interest in the Co-Tenancy.

## **XI. NO PARTITION OR WITHDRAWAL**

11.01 No Partition of the Building or Property. The Tenants in Common hereby specifically agree that no Tenant in Common shall have the right, prior to the termination of this Agreement, to have the Building or the Property partitioned, and each Tenant in Common hereby waives any such right. It is the intention of the Tenants in Common that, during the term of this Agreement, the rights of the Tenants in Common and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement and that the right of any Tenant in Common or successor-in-interest to assign, sell, transfer or otherwise dispose of its interest in the Building shall be subject to the limitations and restrictions of this Agreement.

11.02 No Withdrawal from the Co-Tenancy. The Tenants in Common hereby specifically agree that no Tenant in Common shall withdraw from the Co-Tenancy, prior to the termination thereof, except upon the agreement and with the written consent of the others.

## **XII. ACCOUNTING, BOOKS AND RECORDS, DEPOSITORY FOR FUNDS, AND TAXES**

12.01 Accounting Records. All accounting records relating to the Building and the Property shall be kept in accordance with Generally Accepted Accounting Principles.

12.02 Inspection of Books of Account and Other Records. The Authority shall keep or cause to be kept for the Tenants in Common complete and accurate books of account and other records showing the assets, liabilities, costs, expenditures, receipts, proceeds of borrowing, amounts contributed by the Tenants in Common, income received from ownership or disposition of the building, and cash which will be deposited to and disbursed from a fund established for this purpose. Such books of account shall at all times be maintained at an office designated by the Authority and shall be open at all reasonable times to inspection and examination by the Tenants in Common or their duly authorized representatives. All amounts required by this

paragraph to be deposited in such fund shall be and remain the property of the Tenants in Common and shall be received, held and disbursed by person or persons designated by the Authority to be applied for the purposes specified in this Agreement only and all disbursements of such amounts shall be signed by the Authority.

12.03 Annual Financial Statement. Within ninety (90) days after the end of each Fiscal Year, the Authority shall deliver or cause to be delivered to the City and the County the Comprehensive Annual Financial Report (CAFR) of the Authority. Said CAFR shall include a balance sheet, a statement of revenue and expenses, and a schedule of cash flow, as defined in Section 5.01 of this Agreement, distributions thereof, and profit and loss allocations among the Tenants in Common.

12.04 Interim Financial Statements. The Authority shall furnish the City and the County with interim financial statements upon written request by the City or the County.

### **XIII. NOTICES**

13.01 Any notice, request, demand, report offer, acceptance, certificate or other instrument which may be required or permitted to be furnished to or served upon a Tenant in Common shall be deemed sufficiently given or furnished to or served upon if in writing and delivered by hand or deposited in the United States mail, registered or certified, return receipt requested, addressed to such Tenant in Common as follows, or to such other address as such Tenant in Common may direct by written notice:

To the City:                      City Manager  
City Hall  
300 South Adams Street  
Tallahassee, Florida 32301

To the County:                  Office of the County Administrator  
Leon County Courthouse  
Suite 502

301 South Monroe Street  
Tallahassee Florida 32301

To the Authority: Leon County Research and Development Authority  
Chairperson  
1736 West Paul Dirac Drive  
Tallahassee, Florida 32304-3763

#### **XIV. FURTHER ASSURANCES**

14.01 Each Tenant in Common agrees to execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary more fully to effectuate this Agreement and carry on the business contemplated herein.

#### **XV. SEVERABILITY**

15.01 The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect any other provision hereof.

#### **XVI. APPLICABLE LAW**

16.01 This Agreement shall be construed in accordance with the laws of the State of Florida.

#### **XVII. DISPUTE RESOLUTION**

17.01 Any disputes between or among any Tenants in Common relating to or arising from participation in or the business of the Co-Tenancy, this Agreement, or any other related transactions, agreements, or other matters shall be resolved in accordance with the procedure set forth in Exhibit B, which is attached hereto and by reference incorporated herein.

IN WITNESS WHEREOF, each Tenant in Common has executed this Agreement effective on the date first above written.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**CITY OF TALLAHASSEE**

Attest:

\_\_\_\_\_  
Gary Herndon, City Treasurer-Clerk

By: \_\_\_\_\_  
Anita Favors Thompson, City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney

**LEON COUNTY, FLORIDA**

Attest: Robert B. Inzer  
Clerk of Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Approved as to form:

\_\_\_\_\_  
County Attorney

**LEON COUNTY RESEARCH AND  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Witness as to Authority

\_\_\_\_\_  
(Type or print name of witness)

\_\_\_\_\_  
Witness as to Authority

\_\_\_\_\_  
(Type or print name of witness)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Type or print name and title of signatory)



STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 on behalf of the City of Tallahassee by Anita Favors Thompson, its City Manager, who is personally known by me.

\_\_\_\_\_  
Signature of Notary Public  
Notary Public Seal:

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 on behalf of Leon County, Florida by \_\_\_\_\_, as Chair of its County Commission, who is personally known by me.

\_\_\_\_\_  
Signature of Notary Public  
Notary Public Seal:

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005 on behalf of the Leon County Research and Development Authority by \_\_\_\_\_, its \_\_\_\_\_, who is personally known by me.

\_\_\_\_\_  
Signature of Notary Public  
Notary Public Seal:

**LEGAL DESCRIPTION: (OVERALL)**

Lots 1, 2, and 3, of Block "D", Innovation Park, an unrecorded subdivision located in Section 3, Township 1 South, Range 1 West, being more particularly described by recent survey as follows:

Commence at a concrete monument (#2919) marking the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 3 and run N 00°25'51" W (BEARING BASE) along the West boundary of said East 1/2 of the Northwest 1/4 of said Section 3, a distance of 662.32' to an iron rod and cap (#6475) on the Southerly right of way boundary of Roberts Avenue; thence run S 82°07'15" E a distance of 366.05' to a nail and cap (#6745) at the intersection of said Southerly right of way boundary of Roberts Avenue and the Westerly boundary of the 60' right of way for Paul Dirac Drive; thence continue S 82°07'15" E a distance of 60.00' to an iron rod and cap (set) at the intersection of said Southerly right of way boundary of Roberts Avenue and the Easterly boundary of the 60' right of way for Paul Dirac Drive, and the Point of Beginning. Thence from said Point of Beginning and along said Easterly right of way of Paul Dirac Drive, run S 7°33'03" W a distance of 21.66' to an iron rod and cap (set) and a curve to the left; thence along said curve to the left with a radius of 200.00', through a central angle of 61°09'29", for an arc length of 213.48' (chord bears S 22°16'49" E 203.49') to an iron rod and cap (set); thence run S 52°55'27" E a distance of 89.43' to an iron rod and cap (set) and a curve to the right; thence along said curve to the right with a radius of 260.00', through a central angle of 31°37'02", for an arc length of 143.47' (chord bears S 37°07'38" E 141.66') to an iron rod and cap (set); thence run S 21°18'54" E a distance of 59.33' to an iron rod and cap (set) at the intersection of said Easterly right of way of Paul Dirac Drive and the Northerly boundary of the 80' right of way of East Paul Dirac Drive, said point being on a curve concave to the Southwest; thence Easterly along said right of way curve concave to the Southwest with a radius of 475.00', through a central angle of 59°22'29", for an arc length of 492.09' (chord bears S 66°00'32" E 470.38') to an iron rod and cap (set); thence run S 36°20'05" E a distance of 177.91' to an iron rod and cap (set); thence leaving said Northerly right of way of East Paul Dirac Drive, run N 39°05'04" E a distance of 761.39' to an iron rod and cap (set) on said Southerly right of way of Roberts Avenue; thence run N 82°07'15" W along said Southerly right of way of Roberts Avenue, a distance of 1280.00' to the Point of Beginning. Containing 10.55 acres, more or less.

**EXHIBIT B**  
**DISPUTE RESOLUTION PROCESS**

- 1.0 The Tenants in Common shall attempt to resolve any disputes described in Section 18.01 of the Agreement Among Tenants in Common in good faith and in accordance with this Exhibit B. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under the Agreement, as an alternative dispute resolution process is hereby set forth in this Exhibit B. The aggrieved party or parties shall give written notice to the other party or parties, in the manner set forth in Section 8.01 of the Agreement, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".
- 2.0 The appropriate department heads, or comparable administrators, shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads or administrators shall report their decision, in writing, to the City Manager, the County Administrator, and the Executive Director of the Authority ("**Executive Director**").
- 3.0 If the department heads, or administrators, are unable to reconcile the dispute, they shall report their impasse to the City Manager, the County Administrator, and the Executive Director, who shall then convene a meeting at their earliest opportunity, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.
- 4.0 If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the parties, then any Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other parties. The mediator shall meet the qualifications set forth in Rule 10.010(c), Florida Rules for Mediators, and shall be selected by the parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then any party can request that a mediator be selected by an independent

conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.

- 5.0 If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then such dispute may be referred to binding arbitration by any party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
- 5.1 Such arbitration shall be initiated by delivery, from the referring party or parties (the "Claimant(s)") to the other party or parties (the "Respondent(s)"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent(s), within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant(s). After the delivery of such statements, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.
- 5.2 Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If any party fails to select an arbitrator within such time, the other party or parties may make application to the court for such appointment in accordance with the Florida Arbitration Code. Each of the arbitrators so appointed shall have experience in local government solid waste issues.
- 11.5.3 The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48, of the Commercial Arbitration Rules of the American Arbitration Association.